

AG Contract No. KR03-0091TRN  
ADOT ECS File No. JPA 02-185  
Project: TEA 087-A-(003)A  
TRACS: 087 PN 133 H6053 01C  
Budget Source Item No.: 75305  
Section: SR 87, Northern to  
SR 287 Multi-Use Pathway  
and Landscaping

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COOLIDGE

THIS AGREEMENT is entered into 20th of May, 2004 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF COOLIDGE, acting by and through its City Manager and City Council (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State, and City agree to partner in the design and construction of a multi-use pathway on the east side of SR 87 between the Grande Vista Hotel and Ho-Ho-Kam Park. The State will design and construct a pedestrian crossing over the Pima Lateral Canal to include pedestrian lighting. The State will install decomposed granite between existing curb and sidewalks between Northern Avenue and the Pima Lateral Canal on both sides of the highway. The State will replace a defective railing adjacent to a drainage channel. The City will be responsible for maintenance, irrigation and electrical power for the pedestrian pathway and landscaping, hereinafter collectively referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26839  
Filed with the Secretary of State  
Date Filed: 05/20/04  
Janice K. Brewer  
Secretary of State

By: Timothy D. Graenewald

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Agree to be the City's authorized agent for the acquisition of federal funds and submit a program containing the aforementioned Project to FHWA with the recommendation that it be approved for construction and funding.

b. Construct the Project approved by FHWA, if such funds are available for construction. Enter into a Project Agreement with FHWA on behalf of the City covering the work embraced in said construction contract and request the authorized federal funds available including design, construction engineering and administration costs. Proceed to advertise for, receive and open bids with the aid and consent of the City and the FHWA. Enter into a contract(s) with a firm(s) to whom the award is made with the concurrence of the FHWA. Enter into said Project Agreement with FHWA on behalf of the City to perform, complete, accept and pay for in accordance with instructions and requirements of the City and the Arizona Department of Transportation. Request the maximum federal funds available for the Project.

c. Prepare and provide landscape architectural plans for the project and submit them to the City for concurrence. After the City concurs with the plans, the Project will be constructed by the State, using State and Federal funds estimated at \$632,000.00.

d. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the scope of the work requested by the State.

### **2. The City will:**

a. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the scope of the work requested by the City. Such changes require the prior approval of the State.

b. Furnish all water for landscape installation during the construction phase, a point of connection (POC) for the irrigation system, and all water thereafter necessary to properly maintain the landscape, all at City expense. The City will also provide an electrical POC to the project area for the purpose of providing power to the pedestrian lighting.

c. Upon completion of construction, the City hereby agrees to maintain the landscaping, at its own cost and as an annual item in its budget for perpetual and proper maintenance of all landscape improvements, including, but not limited to landscaping, the irrigation system, pay for irrigation system electric, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system and pedestrian lighting. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will also be required to maintain the pathway and keep it free of debris.

d. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions for maintenance, water, electrical and landscaping which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this agreement, the State shall in no way be obligated to maintain said Project.

2. This agreement shall become effective upon filing with the Secretary of State

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy, which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Coolidge  
City Manager  
130 West Central Avenue  
Coolidge, AZ 85228


7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes Section 11-952 (D) attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF COOLIDGE**


By   
ROBERT F. FLATLEY  
City Manager

**STATE OF ARIZONA**

Department of Transportation

By   
SUSAN TELLEZ  
Contract Administrator

ATTEST

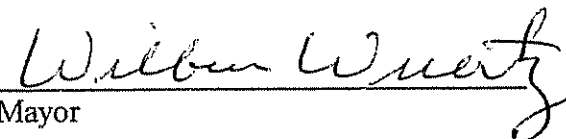
By   
NORMA ORTIZ  
City Clerk

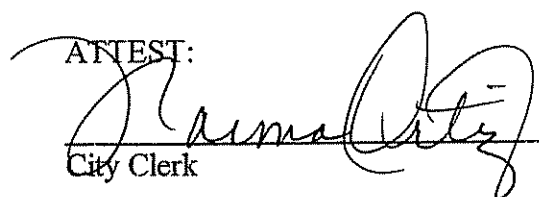
RESOLUTION NO. 04-26

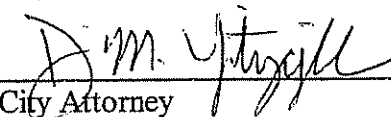
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, ARIZONA AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COOLIDGE AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A MULTI-USE PATHWAY AND LANDSCAPING ALONG THE EAST SIDE OF ARIZONA BLVD (SR 87) BETWEEN HOHOKAM PARK AND THE GRANDE VISTA HOTEL.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Coolidge, Arizona, that the City Manager is hereby, authorized and directed to execute and deliver an Intergovernmental Agreement between the City of Coolidge and the State of Arizona Department of Transportation for the design and construction of a multi-use pathway and landscaping along the east side of Arizona Boulevard (SR 87) between HoHoKam Park and the Grande Vista Hotel.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Coolidge this 26<sup>th</sup> day of April, 2004.

  
Mayor

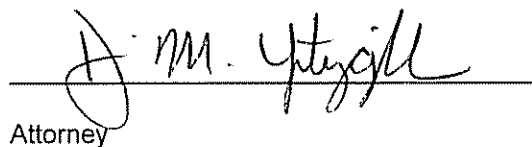
ATTEST:  
  
City Clerk

APPROVED AS TO FORM:  
  
City Attorney

APPROVAL OF THE CITY OF COOLIDGE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF COOLIDGE and declare this agreement to in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 26<sup>th</sup> day of April, 2004

  
\_\_\_\_\_  
Attorney



TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0091TRN (**JPA 02-185**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 12, 2004

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section